

OAK TREE VILLAGE  
DEED OF DEDICATION  
AND  
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

Garnett Land Corp. an Oklahoma corporation, hereinafter referred to as the "Owner/Developer" is the owner of the following described real estate situated in the City of Tulsa, Tulsa County, State of Oklahoma, to wit:

A tract of land that is a part of the Northeast Quarter (NE/4) of Section Eighteen (18) Township Eighteen North (T-18-N) Range Fourteen East (R-14-E) of the Indian Base and Meridian, City of Tulsa, Tulsa County, State of Oklahoma. Said tract of land being more particularly described as follows: Beginning at a point that is the Southeast corner of said Northeast quarter; thence S 89°01' 17" W along the Southerly line of said NE/4 for 1050.03 feet; thence N 00° 58'43"W for 70 feet; thence S 89° 01'17"W for 175.85 feet; thence along a curve to the right with a radius of 120.00 feet and a central angle 89° 42'06" for 187.87 feet; thence N 01° 16'37"W for 462.62 feet; thence along a curve to the right with a radius of 25 feet and a central angle of 90° for 39.27 feet; thence S 88° 43'23"W for 367.69 feet; thence N 01° 16'37"W for 50 feet; thence along a curve to the left with a radius of 25 feet and a central angle of 90° for 39.27 feet; thence N 01° 16'37"W for 89.68 feet; thence N 89° 01'17"E for 459.98 feet; thence N 01° 27'04"W for 381.72 feet; thence N 89° 04'29"E for 1203.74 feet; thence S 01° 16'37"E and along the Easterly line of said Section 18 for 1220.61 feet to the point of beginning of said tract of land and containing 37.14 acres more or less.

and has caused the above described lands to be surveyed, staked, platted and subdivided into lots, blocks, reserve areas and streets, in conformity with the accompanying plat, and has designated the subdivision as "Oak Tree Village", a Subdivision in the City of Tulsa, Tulsa County, Oklahoma.

SECTION I. PUBLIC STREETS AND UTILITIES

A. Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat and does further dedicate for public use, the utility easements as depicted on the accompanying plat as "u/e" or "utility easement", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Tulsa, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing and landscaping that do not constitute an obstruction.

B. PSO Easement

1. Reserve "A" as depicted on the accompanying plat is traversed by an overhead electrical transmission easement, 60 feet in width, heretofore created by the Report of Commissioners filed March 24, 1954 in Case No. 87153 of the District Court of Tulsa County, Oklahoma and subsequently assigned and presently held by Public Service Company of Oklahoma (hereinafter "PSO") by Deed and Assignment of Right-Of-Way Easements recorded in Book 5216 at page 1149 of the records of the County Clerk of Tulsa County, Oklahoma, as thereafter defined and modified by instruments recorded in Book 5941 at Page 1912, Book 5941 at Page 1913 and Book 6235 at Page 2328 of the records of the County Clerk of Tulsa County, Oklahoma (hereinafter collectively, the "PSO Easement").

2. In order to maintain the integrity of and to provide access to existing PSO electrical transmission structures and related facilities located in that part of the PSO Easement which traverses Reserve "A", the Owner/Developer has constructed a level surface area having a minimum radius of 30 feet surrounding each such structure and having a minimum elevation as depicted on the accompanying plat (hereinafter the "Level Surface Areas") and the Owner/Developer has constructed a land peninsula with concrete retaining walls (hereinafter the "Peninsula") as depicted on the accompanying plat and extending from the existing PSO structure located within the existing stormwater detention facility to the East boundary of Reserve "A".

3. The Owner/Developer herein grants to PSO the right of ingress and egress on over and across Reserve "A" for the purposes of operating, maintaining, reconstructing, reconfiguring, repairing and removing electrical transmission structures and related facilities located within the PSO Easement.

4. The Level Surface Areas and the Peninsula shall be maintained by the owner of Reserve "A" and alteration of the existing grade within that part of the PSO Easement which traverses Reserve "A" shall be prohibited.

5. The foregoing covenants set forth in this paragraph B shall be enforceable by PSO and its successors in title to the PSO Easement and the owner of Reserve "A" agrees to be bound hereby.

#### C. Underground Service

1. Overhead lines for the supply of electric, telephone and cable television services may be located along the southerly perimeter boundary of the subdivision and within the existing PSO Easement above described. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the subdivision all supply lines shall be located underground in the easement ways dedicated for general utility services as depicted on the accompanying plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in easementways.

2. Underground service cables to all structures which may be located within the subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon the lot, provided that upon the installation of a service cable to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent and effective easement on the lot, covering a 5 foot strip extending 2.5 feet on each side of the service cable, extending from the service pedestal or transformer to the service entrance on the structure.

3. The supplier of electric, telephone and cable television services, through its agents and employees, shall at all times have right of access to all easementways shown on the plat or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone or cable television facilities installed by the supplier of the utility service.

4. The owner of the lot shall be responsible for the protection of the underground service facilities located on his lot and shall prevent the alteration of grade or any construction activity which would interfere with the electric, telephone or cable television facilities. The supplier of service shall be responsible for ordinary maintenance of underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

5. The foregoing covenants set forth in this paragraph C shall be enforceable by the supplier of the electric, telephone or cable television service and the owner of the lot agrees to be bound hereby.

#### D. Water and Sewer Service

1. The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

2. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main or sewer main, or any construction activity which would interfere with public water and sewer mains, shall be prohibited.

3. The City of Tulsa, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

4. The City of Tulsa, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

5. The foregoing covenants set forth in this paragraph D shall be enforceable by the City of Tulsa, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

#### E. Gas Service

1. The supplier of gas service through its agents and employees shall at all times have right of access to all easementways shown on said plat, or otherwise provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground facilities installed by the supplier of gas service.

2. The owner of the lot shall be responsible for the protection of the underground gas facilities located on his lot, and shall prevent the alteration of grade or any construction activity which would interfere with the gas facilities. The supplier of gas service shall be responsible for ordinary maintenance of the underground facilities, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner of the lot or his agents or contractors.

3. The foregoing covenants set forth in this paragraph E shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

#### F. Surface Drainage

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The foregoing covenants set forth in this paragraph F shall be enforceable by any affected lot owner and by the City of Tulsa, Oklahoma.

#### G. Overland Drainage Easements

1. For the common use and benefit of the owners of lots within the subdivision and for the benefit of the City of Tulsa, Oklahoma, the Owner/Developer hereby dedicates to the public, and herein establishes and grants perpetual easements on, over and across those areas designated on the accompanying plat as "OD/E." or "Overland Drainage Easement" for the purposes of permitting the overland flow, conveyance, and discharge of storm water runoff from the various lots within the subdivision and from properties outside the subdivision.

2. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Tulsa, Oklahoma, and plans and specifications approved by the Department of Public Works of the City of Tulsa, Oklahoma.

3. No fence, wall, building or other obstruction may be placed or maintained in the overland drainage easement areas nor shall there be any alteration of the grades or contours in the easement areas unless approved by the Department of Public Works of the City of Tulsa, Oklahoma, provided, however, that the planting of turf or single trunk trees having a caliper of not less than two and one-half (2 ½) inches shall not require the approval of the Department of Public Works of the City of Tulsa, Oklahoma.

4. The overland drainage easement areas and facilities located within a residential lot shall be maintained by the owner of the lot upon which the drainage easement is located at his cost in accordance with standards prescribed by the City of Tulsa, Oklahoma. In the event the owner of the lot over which an overland drainage easement is located should fail to properly maintain the easement area and facilities located thereon or, in the event of the placement of an obstruction within the easement area, or the alteration of the grade or contour therein, the City of Tulsa, Oklahoma, or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereof shall be paid by the owner of the lot. In the event the owner fails to pay the cost of maintenance after completion of the maintenance and receipt of a statement of costs, the City of Tulsa, Oklahoma, may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against the lot of the owner. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.

#### H. Stormwater Detention

1. For the common use and benefit of the owners of land within the subdivision and for the benefit of the City of Tulsa, Oklahoma, the Owner/Developer does hereby dedicate to the public and grant and establish perpetual easements on over and across Reserve "A" (hereinafter referred to as the "Detention Easement Area") for the purposes of permitting the flow, conveyance, detention and discharge of stormwater runoff from the land within the subdivision and from properties not included within the subdivision. The stormwater detention facility located within Reserve "A" has been designed to meet detention requirements applicable to the lands comprising Oak Tree Village, the lands comprising the subdivision as Oak Tree Center (recorded as Plat 1516) and other upstream lands comprising approximately 35 acres as set forth within the stormwater drainage project identified as City of Tulsa P.F.P.I. No. 2654.

2. Detention and other drainage facilities constructed within Reserve "A" shall be in accordance with standards and specifications approved by the City of Tulsa, Oklahoma.

3. Detention and other drainage facilities constructed within Reserve "A" shall be maintained by a homeowners' association comprised of the owners of residential lots within Oak Tree Village. Maintenance shall be performed to the extent necessary to achieve the intended drainage and detention functions including repair of erosion and appurtenances and removal of debris, obstructions and siltation and performance of routine and customary grounds maintenance with the Detention Easement Area. Maintenance shall be at the cost of the homeowners' association and shall be in accordance with the following standards:

- a. The Detention Easement Area shall be kept free of litter.
- b. The Detention Easement Area shall be mowed during the growing season at intervals not exceeding 4 weeks.

4. In the event the homeowners' association shall fail to properly maintain the Detention Easement Area as above provided, the City of Tulsa, Oklahoma, or its designated contractor, may enter the Detention Easement Area and perform such maintenance, and the cost thereof shall be paid by the homeowners' association.

5. In the event the homeowners' association, after completion of the maintenance and receipt of a statement of costs, fails to pay the cost of maintenance as above set forth, the City of Tulsa, Oklahoma may file of record a copy of the statement of costs and thereafter the costs shall be a lien against each residential lot within Oak Tree Village, provided however, the lien against each residential lot shall be limited to a proportionate share of the costs based on 138 residential lots located within Oak Tree Village.

6. A lien established as above provided may be foreclosed by the City of Tulsa, Oklahoma.

#### I. Access Easement

The Owner/Developer herein grants and establishes an access easement on over and across the area depicted on the accompanying plat as "Access Easement" and located within Reserve "A", for the purposes of permitting the City of Tulsa, Oklahoma, PSO, and any supplier of utility service, ingress and egress to and from Reserve "A".

#### J. Limits Of No Access

The Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to South Garnett Road within the bounds designated as "Limits Of No Access" (L.N.A.) on the accompanying plat, which "Limits Of No Access" may be amended or released by the Tulsa Metropolitan Area Planning Commission, or its successor, and with the approval of the City of Tulsa, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no

access above established shall be enforceable by the City of Tulsa.

### **Paving and Landscaping Within Easements**

The owner of the lot affected shall be responsible for the repair of damage to landscaping and paving occasioned by necessary installation or maintenance of underground water, sewer, storm sewer, natural gas, communication, cable television or electric facilities within the restricted water line, sewer line or utility easement areas depicted upon the accompanying plat, provided however, the City of Tulsa, Oklahoma or the supplier of the utility service shall use reasonable care in the performance of such activities.

## **SECTION II. CORRIDOR DISTRICT RESTRICTIONS**

Whereas, Oak Tree Village is located within a Corridor District as established by Sections 800-805 of Title 42 Tulsa Revised Ordinances (Tulsa Zoning Code) and was submitted pursuant to the Corridor District provisions of the Tulsa Zoning Code as a part of Corridor Site Plan No. Z-6054-SP-4 and,

Whereas, Corridor Site Plan No. Z-6054-SP-4 was affirmatively recommended by the Tulsa Metropolitan Area Planning Commission on September 22, 1999 and approved by the Council of the City of Tulsa, Oklahoma, on October 15, 1999 and,

Whereas, the Corridor District provisions of the Tulsa Zoning Code require the establishment of covenants of record, inuring to and enforceable by the City of Tulsa, Oklahoma, sufficient to assure the implementation and continued compliance with the approved corridor site plans and

Whereas, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to assure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Tulsa, Oklahoma.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/ Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

### **A. Use of Land**

1. The development of Oak Tree Village shall be subject to the Corridor District provisions of the City of Tulsa Zoning Code, as such provisions existed on October 15, 1999, or as may be subsequently amended.

2. The use of the lots within Oak Tree Village shall be limited to single-family dwellings and accessory uses customarily incidental thereto.

3. The use of Reserve "A" shall be limited to stormwater drainage and detention facilities, open space, landscaping and recreation. and is reserved for subsequent conveyance to a homeowners' association to be comprised of the owners of the residential lots within Oak Tree Village.

### **B. Development Standards**

The residential lots within Oak Tree Village shall be subject to the following development standards:

#### **1. Density**

The number of dwelling units shall not exceed 138.

#### **2. Setbacks**

a. **Street Setback** No principal building, shall be erected nearer to a public street than the building setback lines depicted on the accompanying plat as "Building Line".

b. **Easement Setbacks** No building, whether principal or accessory, shall encroach upon any utility easement as depicted on the accompanying plat.

#### **3. Maximum Structure Height**

No structure shall exceed 35 feet in height.

#### 4. Other Bulk and Area Requirements

Except as above set forth buildings and other improvements shall comply with the bulk and area requirements of an RS-4 District as set forth within the Tulsa Zoning Code.

#### 5. Site Plan Requirements

The accompanying subdivision plat of Oak Tree Village shall constitute the detail site plan of Oak Tree Village. The development and use of Oak Tree Village shall be in compliance with the accompanying subdivision plat or such amendments thereof as may be later approved by the Tulsa Metropolitan Area Planning Commission or its successor.

#### C. Definitions

In the event of ambiguity of any word or term set forth in Section II., the meaning thereof shall be deemed to be defined as set forth within the City of Tulsa Zoning Code as the same existed on October 15, 1999 or as subsequently amended.

#### SECTION III. PRIVATE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land, and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth.

#### A. Architectural Committee - Plan Review

1. No building, fence, wall or free standing mailbox shall be erected, placed or altered on any lot in the subdivision until the plans and specifications have been approved in writing by Garnett Land Corp., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each building, the required plans and specifications shall be submitted in duplicate and include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials and color scheme. In the event the Architectural Committee fails to approve or disapprove plans and specifications submitted to it as herein required within 10 days after submission, or in the event no suit to enjoin the erection of the building or structure or the making of an alteration has been commenced prior to the 30th day following completion thereof, approval of the Architectural Committee shall not be required and this covenant shall be deemed to have been fully complied with.

2. The Architectural Committee's purpose is to promote good design and compatibility within the subdivision and in its review of plans or determination of any waiver as hereinafter authorized may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

3. The powers and duties of the Architectural Committee shall, on the 1st day of January, 2004, be deemed transferred to the homeowners' association provided for in Section III., or upon written assignment to the homeowners' association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the homeowners' association.

### *Fronting and Access Limitation*

*Each dwelling shall front an interior public street and derive its access solely from an interior public street. On corner lots, the dwelling shall front the greater of the building setback lines if differing building setback lines have been established on the lot.*

### *C. Floor Area*

*Single story dwellings shall have a minimum of 1400 square feet of living area. Multi-story dwellings shall have a minimum of 1400 square feet of living area, provided however, the first floor shall have a minimum of 1000 square feet of living area. The computation of square feet of living area shall exclude garages, open spaces and breeze ways.*

### *D. Garages*

*An attached garage providing space for a minimum of two automobiles shall be provided on each lot. Garages shall be enclosed and carports are prohibited. Glass in garage doors is prohibited.*

### *E. Foundations*

*Any exposed foundation shall be of brick, stone or stucco. No stem wall shall be exposed.*

### *F. Masonry*

*One hundred percent (100%) of the front of the Dwelling and not less than thirty percent (30%) of the exterior surface of first story exterior walls (excluding windows and doors) shall be of brick, stone or stucco, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of this restriction.*

### *Windows*

*Aluminum windows having a mill finish are prohibited.*

### *H. Roof Pitch*

*No dwelling shall have a roof pitch of less than 6/12, provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of restrictions to permit a dwelling having a flat roof area equal to no more than 20% of the area covered by all roof surfaces.*

### *I. Roofing Materials*

*Roofing shall be self-sealing composition roofing shingles and shall be weathered wood in color.*

### *J. On-site Construction*

*No residence built off-site shall be moved or placed onto any lot.*

### *K. Outbuildings*

*Outbuildings are prohibited.*

### *L. Swimming Pools*

*Above ground swimming pools are prohibited.*

### *M. Perimeter Fencing.*

*The Owner/Developer herein reserves an exclusive perpetual easement (which may be subsequently assigned and conveyed to the homeowners' association to be formed pursuant to Section III) to erect and maintain fencing, walls, and landscaping along the boundaries of the subdivision adjacent to South Garnett Road within the area of the lots depicted on the accompanying plat as "F/E".*

**N. Fencing**

*Interior fencing or walls shall not extend beyond the building lines of the lot and, if a residence is built behind the front building line of a lot, no fence may extend beyond that point nearest the street at each end corner of the residence, provided however, on corner lots fencing may extend to within 24½ feet from the curb of the street forming the side yard boundary of the lot (12½ feet from the street right-of-way). Fences shall be of wood, brick, stucco or stone. Chain link, barbed wire, meshed and other metal fencing are prohibited. No fence shall exceed 6 feet in height. The Architectural Committee may, in a particular instance and upon written request, approve chain link on wood posts and rails or wrought iron fencing.*

**O. Antennas**

*Exterior antennas or other devices (including supporting structures) for the transmission or reception of radio, television, satellite signals or other form of electro-magnetic radiation are prohibited, except that within each lot one satellite dish, not exceeding 2 feet in diameter, and not visible from any public street shall be permitted, and provided however, the Architectural Committee may, in the particular instance and upon written request, approve a waiver of the foregoing restrictions.*

**P. Lot Maintenance**

*No inoperative vehicle or machinery shall be stored on any lot and each lot shall be maintained in a neat and orderly condition free of rubbish, trash and other debris and shall be cut, trimmed or mowed to prevent growth of weeds or tall grass.*

**Q. Recreational Vehicles**

*Boats, trailers, campers and other large recreational equipment shall not be stored on any lot except within an enclosed garage.*

**R. Clotheslines**

*Exposed clothesline poles or other outside drying apparatus are prohibited and no exposed garbage can, trash can or any trash burning apparatus or structure shall be placed on any lot. The foregoing restriction shall not prohibit the installation of underground garbage and trash storing devices.*

**S. Mailboxes**

*All mail boxes shall be of the design and manufacturer as determined by the Architectural Committee.*



**T. Animals**

No animals, livestock or poultry of any kind may be maintained, bred, sold or kept except that two dogs, two cats or other household pets may be kept provided that they are not used for commercial purposes.

**U. Noxious Activity**

No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

**V. Signage**

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

**W. Materials and Storage**

No lot shall be used for the storage of materials for a period of greater than 30 days prior to the start of construction and the construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly condition.

**SECTION IV. HOMEOWNERS' ASSOCIATION**

**A. Formation of Homeowners' Association**

The Owner/Developer has formed or shall cause to be formed the Oak Tree Village Homeowners' Association, Inc. (hereinafter referred to as the "Association"), a non-profit corporate entity to be established in accordance with the statutes of the State of Oklahoma, and to be formed for the general purposes of maintaining the common areas and enhancing the value, desirability and attractiveness of Oak Tree Village and other single family subdivisions which may later be annexed to the Association.

**B. Membership**

Every person or entity who is a record owner of the fee interest of a lot shall be a member of the Association, and membership shall be appurtenant to and may not be separated from the ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership to the Association as of the date of incorporation, or as of the date of recording of the deed, whichever occurs last.

**C. Covenant for Assessments**

The Owner/Developer and each subsequent owner of a lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association assessments to be established by the Board of Directors in accordance with a declaration to be executed and recorded by the Owner/Developer. An assessment shall be a lien on the lot against which it is made, but the lien shall be subordinate to the lien of any first mortgage.

**D. Enforcement Rights of the Association**

Without limitation of such other powers and rights as the Association may have, the Association shall be deemed a beneficiary, to the same extent as a lot owner, of the various covenants set forth within this document, and shall have the right to enforce the covenants to the same extent as a lot owner.

## **SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY**

### **A. Enforcement**

The restrictions herein set forth are covenants to run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of Section I. Public Streets and Utilities are set forth certain covenants and the enforcement rights pertaining thereto, and additionally the covenants within Section I whether or not specifically therein so stated shall inure to the benefit of and shall be enforceable by the City of Tulsa, Oklahoma. The covenants contained in Section II. Corridor District Restrictions are established pursuant to the Corridor District provisions of the City of Tulsa Zoning Code and shall inure to the benefit of the City of Tulsa, Oklahoma, the owners of the residential lots within Oak Tree Village and the homeowners' association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section II., it shall be lawful for the City of Tulsa, Oklahoma, any owner of a lot within Oak Tree Village or the homeowners' association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. The covenants contained in Section III. Private Restrictions shall inure only to the benefit of the owners of the residential lots within Oak Tree Village and the homeowners' association provided for in Section IV. If the undersigned Owner/Developer, or its successors or assigns, shall violate any of the covenants within Section III., it shall be lawful for any owner of a lot within Oak Tree Village or the homeowners' association to maintain any action at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from so doing or to compel compliance with the covenant. In any judicial action brought by an owner of a residential lot or the homeowners' association which action seeks to enforce the covenants or restrictions set forth herein or to recover damages for the breach thereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs and expenses incurred in such action.

### **B. Duration**

These restrictions, to the extent permitted by applicable law, shall be perpetual but in any event shall be in force and effect for a term of not less than thirty (30) years from the date of the recording of this Deed of Dedication unless terminated or amended as hereinafter provided.

### **C. Amendment**

The covenants contained within Section I. Public Streets and Utilities may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Tulsa Metropolitan Area Planning Commission, or its successors and the City of Tulsa, Oklahoma. The covenants contained within Section II. Corridor District Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the owner of the land to which the amendment or termination is to be applicable and approved by the Tulsa Metropolitan Area Planning Commission, or its successors any instrument amending or terminating the covenants contained within Section II., Corridor District Provisions shall bear the endorsement of the Tulsa Metropolitan Area Planning Commission and shall be duly filed of record. The covenants contained within Section III. Private Restrictions, may be amended or terminated at any time by a written instrument signed and acknowledged by the Owner/Developer during such period that the Owner/Developer is the record owner of at least 5 lots or alternatively, the covenants contained within Section III. may be amended or terminated at any time by a written instrument signed and acknowledged by the owners of 75% of the lots within Oak Tree

Village. In the event of any conflict between an amendment or termination properly executed by the Owner/Developer (during its period of ownership of at least 5 lots) and any amendment or termination properly executed by the owners of 75% of the lots within Oak Tree Village, the instrument executed by the Owner/Developer shall prevail during the period of the Owner/Developer's ownership of at least 5 lots. The provisions of any instrument amending or terminating covenants as above set forth shall be effective from and after the date it is properly recorded. For the purposes of this Subsection C., the Owner/Developer shall mean Garnett Land Corp., its successors and assigns, if such successors and assigns should acquire all of the lots within Oak Tree Village then owned by Garnett Land Corp. and the lots so acquired exceed twenty in number.

D. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any Court, or otherwise, shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner, has executed this instrument this 2nd day of February, 2000.

Garnett Land Corp.,  
an Oklahoma corporation

By G. Dwight Clayton  
G. Dwight Clayton, President

